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12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 ALIZA VALDEZ, individually and on behalf  
17 of a class of similarly-situated individuals,

18 Plaintiff,

19 vs.

20 SPRINT NEXTEL CORPORATION, a  
Kansas Corporation,

21 Defendant.  
22  
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27  
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CASE NO. C 06 7587 SC

STIPULATION REGARDING  
PROPOSED PROTECTIVE ORDER;

~~PROPOSED~~ PROTECTIVE ORDER

Judge: The Honorable Samuel Conti

1 WHEREAS, the parties hereto desire a protective order for the purpose of  
2 protecting the interests of each, respectively, in its own Confidential Information, as those terms  
3 are defined below, by controlling the access to and use of such Confidential Information, while  
4 allowing discovery of the same for the purpose of conducting this litigation and not for any other  
5 purpose outside the scope of this litigation;

6 IT IS STIPULATED AND AGREED BY AND BETWEEN THE PARTIES  
7 HERETO, through their respective counsel of record and subject to the approval of the Court,  
8 without waiving any claims or defenses in the above-captioned action, and without acknowledging  
9 the propriety of any claim by any party that any information produced during the course of  
10 discovery in this action constitutes Confidential Information or Highly Confidential Information,  
11 as those terms are defined below, that in order to preserve any claim by any party that information  
12 produced during discovery constitutes Confidential or Highly Confidential Information, the  
13 following protective order (the "Order") shall govern discovery in this action.

14 1. "Confidential Information" shall mean trade secret information as defined in  
15 California Civil Code section 3426.1 and confidential, competitive and/or proprietary information  
16 which is designated as such as provided herein. Confidential Information shall include, but not be  
17 limited to internal corporate memoranda, customer or account information (including any data,  
18 material, identification, or account information related to any customer), data analyses, documents  
19 related to contracts and/or relationships with third-parties, sensitive business documents, and  
20 financial information, written or stored in any medium whatsoever, produced by the parties in the  
21 course of this litigation, as well as answers to interrogatories, responses to production requests,  
22 responses to requests for admission, and deposition testimony regarding the above.

23 1.1 Information or materials designated as "Highly Confidential - Attorneys'  
24 Eyes Only" (sometimes referred to herein as "Highly Confidential Information") shall be those  
25 things of a proprietary business or technical nature, including material included in the definition of  
26 "Confidential Information" that might be of value to a competitor, customer or potential customer  
27 of the party or nonparty holding the proprietary rights thereto, and that must be protected from  
28 disclosure. Absent a specific order by this Court, once designated as "Highly Confidential -

1 Attorneys' Eyes Only," such designated information shall be used by the parties solely in  
2 connection with this litigation, and not for any business, competitive, or governmental purpose or  
3 function, and such information shall not be disclosed to anyone except as provided herein.

4           2.1 Confidential or Highly Confidential Information in written or documentary  
5 form shall be designated as confidential material by the party seeking protection, prior to such  
6 information being served on or delivered to the other parties or being made available for  
7 inspection and copying, in the following way: each document page must be stamped or marked  
8 with the word "Confidential" or with the words "Highly Confidential - Attorneys' Eyes Only."

9           2.2 Failure to so mark a document or thing in accordance with this Order shall  
10 not preclude any party desiring to so designate the document or thing thereafter from, provided the  
11 party proceeds promptly after discovery of any omission of marking, in good faith marking the  
12 document or thing and requesting, in writing, that the receiving party to so mark and treat the  
13 document or thing in accordance with this Order. Thereafter, the document or thing shall be fully  
14 subject to this Order. The receiving party shall not reveal any information produced whether or  
15 not marked "Confidential" or "Highly Confidential - Attorneys' Eyes Only" for a period of three  
16 (3) days following receipt. Neither party shall incur liability for any disclosures made prior to  
17 notice of such designations but after the three- (3) day period described above.

18           2.3 Documents that may be produced for the Initial Disclosures in this action  
19 may be designated as Confidential Information or Highly Confidential Information within thirty  
20 (30) days of the production. Pending such designation, if any, no such document may be revealed  
21 for a period of thirty (30) days after execution by the parties of this Stipulation.

22           2.4 If a party through inadvertence produces or provides discovery that it  
23 believes is subject to a claim of attorney-client privilege or work product immunity, the producing  
24 party may give written notice to the receiving party or parties that the document is subject to a  
25 claim of attorney-client privilege or work product immunity and request that the document be  
26 returned to the producing party. The receiving party or parties shall return to the producing party  
27 all copies of such document. Return of the document by the receiving party shall not constitute an  
28 admission or concession, or permit any inference, that the returned document is, in fact, properly

1 subject to a claim of attorney-client privilege or work product immunity, nor shall it foreclose any  
2 party from moving the Court for an Order that such document has been improperly designated or  
3 should be producible for reasons other than a waiver caused by the inadvertent production.

4           3. Confidential Information may be given, shown, disclosed, made available,  
5 or communicated only to:

6           (a) Attorneys of record for the parties to this action (referred to herein as the  
7 "Attorneys"), including the paralegal, stenographic and clerical employees associated with the  
8 Attorneys;

9           (b) The parties to this action, including, in the case of corporate parties, an  
10 officer, director, agent, representative and/or other employee who has executed a Confidentiality  
11 Agreement in the form of Exhibit "A" hereto (a "Confidentiality Agreement") on behalf of said  
12 corporate party thereby agreeing that any officer, director, agent, representative, or employee of  
13 the corporation to whom Confidential Information is shown, disclosed, made available or  
14 communicated to will be bound by the terms of this Order applying to Confidential Information  
15 (which shall be retained by counsel and copies made available for all other parties);

16           (c) The Court hearing this action, including its personnel, any jury empaneled  
17 in this action, and other persons, such as a court-appointed and/or party-designated special master  
18 who may serve in a judicial or quasi-judicial function;

19           (d) A professional court reporter engaged to transcribe testimony in this action;

20           (e) Such other persons as hereafter may be designated by written stipulation of  
21 all parties to this action filed with the Court, by further order of the Court on motion by any party  
22 to this action, or by subpoena for which no timely protective order is obtained pursuant to  
23 paragraph 9 below;

24           (f) Outside consultants or experts (specifically excluding anyone who is an  
25 officer, director, employee, representative, agent or otherwise associated with or related to the  
26 party), and their support personnel, employed by a party or counsel to a party to assist counsel in  
27 the preparation and trial of this action but only if before disclosure, such person executes a  
28 Confidentiality Agreement in the form attached hereto as Exhibit A, which shall be retained by the

1 counsel or party in propria persona who caused the Confidentiality Agreement to be signed, and  
2 shall be available for inspection by other counsel or parties in propria persona upon good cause  
3 shown.

4 (g) Deponents and any interviewee whom a party believes in good faith may  
5 possess relevant information, provided such person executes a Confidentiality Agreement in the  
6 form attached hereto as Exhibit A, which shall be retained by the counsel or party in propria  
7 persona who caused the Confidentiality Agreement to be signed, and shall be available for  
8 inspection by other counsel or parties in propria persona upon good cause shown. Such person  
9 shall be shown the Confidential Information but shall not be provided with copies thereof. Should  
10 a deponent refuse to execute a Confidentiality Agreement in the form attached hereto as Exhibit A,  
11 the parties agree that such deponent (whether or not appearing pursuant to Notice or Subpoena)  
12 shall nonetheless be subject to the confidentiality agreement by order of the Court.

13 3.1 Information or material designated as "Highly Confidential - Attorneys'  
14 Eyes Only," or copies or extracts therefrom and compilations and summaries thereof, may be  
15 disclosed, summarized, described, characterized, or otherwise communicated or made available in  
16 whole or in part only to the following persons:

17 (a) parties' outside counsel of record in this action and regular and temporary  
18 employees of such counsel to whom it is necessary that the information or material be shown for  
19 the purposes of this litigation;

20 (b) in-house counsel for each party, and any employees actually assisting  
21 outside counsel or such in-house counsel in preparation of this case, who has executed a  
22 Confidentiality Agreement in the form of Exhibit "A" hereto (a "Confidentiality Agreement")  
23 agreeing that he or she will be bound by the terms of this Order applying to Confidential  
24 Information or Highly Confidential Information (which shall be retained by counsel and copies  
25 made available for all other parties), provided that such counsel or employees are not involved in  
26 "competitive decision making" as defined by U.S. Steel Corp. v. United States, 730 F.2d 1465,  
27 1468, n. 3 (Fed. Cir. 1984);  
28

1 (c) The Court hearing this action, including its personnel, any jury empaneled  
2 in this action, and other persons, such as a court-appointed and/or party-designated special master  
3 who may serve in a judicial or quasi-judicial function;

4 (d) A professional court reporter engaged to transcribe testimony in this action;

5 (e) Such other persons as hereafter may be designated by written stipulation of  
6 all parties to this action filed with the Court, by further order of the Court on motion by any party  
7 to this action, or by subpoena for which no timely protective order is obtained pursuant to  
8 paragraph 9 below;

9 (f) Outside consultants or experts (specifically excluding anyone who is an  
10 officer, director, employee, representative, agent, party, or otherwise associated with or related to  
11 the party), and their support personnel, employed by a party or counsel to a party to assist counsel  
12 in the preparation and trial of this action but only if before disclosure, such person executes a  
13 Confidentiality Agreement in the form attached hereto as Exhibit A, which shall be retained by the  
14 counsel or party in propria persona who caused the Confidentiality Agreement to be signed, and  
15 shall be available for inspection by other counsel or parties in propria persona upon good cause  
16 shown. Such person shall be shown the Confidential Information but shall not be provided with  
17 copies thereof.

18 (g) Deponents and any interviewee whom a party believes in good faith may  
19 possess relevant information, provided such person executes a Confidentiality Agreement in the  
20 form attached hereto as Exhibit A, which shall be retained by the counsel or party in propria  
21 persona who caused the Confidentiality Agreement to be signed, and shall be available for  
22 inspection by other counsel or parties in propria persona upon good cause shown. Such person  
23 shall be shown the Highly Confidential Information but shall not be provided with copies thereof.  
24 Should a deponent refuse to execute a Confidentiality Agreement in the form attached hereto as  
25 Exhibit A, the parties agree that such deponent (whether or not appearing pursuant to Notice or  
26 Subpoena) shall nonetheless be subject to the confidentiality agreement by order of the Court.

27 4. Except as provided in paragraph 3 hereof, or except pursuant to stipulation  
28 among counsel for all parties filed with the Court, counsel of record retained by the parties shall,

1 at all times, have and maintain physical custody and control over all Confidential Information and  
2 Highly Confidential Information and counsel shall make diligent efforts to insure that such  
3 Confidential Information and Highly Confidential Information does not leave their custody and is  
4 not disclosed orally. Failure to make diligent efforts to do so shall be grounds for imposition of  
5 sanctions at the discretion of the Court.

6           5.1 Deposition or other testimony may be designated "Confidential  
7 Information" or "Highly Confidential - Attorneys' Eyes Only," : (a) on the record at the  
8 deposition; (b) by serving a written notification on the other parties and any involved deponent  
9 within fifteen (15) days after receipt of the transcript by counsel for the designating party,  
10 described below; or (c) at any other time by written notification to the deponent and all other  
11 parties, pursuant to the terms of paragraph 2.2.

12           5.2 All transcripts of deposition or other testimony and any related exhibits, and  
13 all information adduced in deposition or other testimony, shall, in their entirety, be treated as  
14 Highly Confidential Information for a period of fifteen (15) days after receipt of the transcript by  
15 counsel for the designating party. The party designating the testimony or information as  
16 Confidential Information or Highly Confidential Information may, within that fifteen (15) day  
17 period described above, specifically designate information contained in the transcript(s) and  
18 exhibit(s) as Confidential Information or "Highly Confidential - Attorneys' Eyes Only," whether  
19 or not previously designated as such, by notifying all parties in writing of the specific pages and  
20 lines of the transcript or exhibit which contains such information. Each party shall attach a copy  
21 of such written statement to the face page of the transcript or exhibit and to each copy in its  
22 possession, custody or control. Thereafter, these portions of the transcript designated as  
23 "Confidential Information" or "Highly Confidential - Attorneys' Eyes Only" shall be treated in  
24 accordance with the terms of this Order.

25           5.3 Upon the good faith assertion by counsel for the designating party that a  
26 question or line of questions at a deposition or hearing is likely to result in the disclosure of  
27 Confidential Information or Highly Confidential Information, any person not entitled under the  
28 pertinent provision of Paragraph 3 to have access to Confidential Information or Highly

1 Confidential Information shall leave the deposition or hearing until the question or line of  
2 questions is completed, unless otherwise ordered by the Court, and the Confidential Information or  
3 Highly Confidential Information disclosed at a deposition or hearing shall not, directly or  
4 indirectly, in whole or in part, be used with, disclosed or made available to any person, except  
5 those persons set forth, in Paragraphs 3 and 3.1.

6           5.4     Any portion of a deposition or other transcript that has been designated as  
7 including Confidential Information or Highly Confidential Information shall be so marked as  
8 provided in Paragraphs 2 and shall be subject to the provisions of this Order pertaining to  
9 Confidential Information and Highly Confidential Information. If any portion of a transcript or  
10 any exhibit to a transcript that has been designated as Confidential Information or Highly  
11 Confidential is filed with the Court, it shall be filed in an envelope marked as set forth in  
12 Paragraph 8 hereof. Such portions of the transcript shall be treated by the Court in accordance  
13 with the provisions of this Order relating to Confidential Information or Highly Confidential  
14 Information, depending on the particular designation of those portions of the transcript.

15           6.     No person, firm, corporation or other entity subject to this Order shall use  
16 Confidential Information or Highly Confidential Information in any manner whatsoever except for  
17 the prosecution, defense, settlement or appeal of this action. Nor shall any person, firm,  
18 corporation or other entity subject to this Order give, show, disclose, make available or  
19 communicate Confidential Information or Highly Confidential Information to any person, firm,  
20 corporation or other entity not expressly authorized by this Order to receive such Confidential  
21 Information or Highly Confidential Information. The attorneys for the parties to this action shall  
22 make the terms of this Order known to all other persons bound by this Order and, together with  
23 their clients, are responsible to this Court for compliance with this Order. Nothing in this Order  
24 shall preclude any party from utilizing information that it/he/she presently possesses or which  
25 comes into its possession outside of the discovery process in this action. Any such use of such  
26 information shall not constitute a violation of this Order. Each party retains the right to pursue  
27 any claim or defense it/he/she may have against any other party arising from such use of such  
28 information.



1           7. Any party or counsel for a party who, in the course of a deposition, hearing,  
2 or other proceeding, seeks to introduce, use or otherwise refer to a document or thing that has  
3 previously been designated Confidential Information or Highly Confidential Information , shall  
4 advise counsel present (and, if relevant, the Court) immediately in advance of such intended  
5 introduction, use or reference, and, unless the Court orders otherwise, shall treat the document or  
6 thing in accordance with the provisions of this Order relating to Confidential Information or  
7 Highly Confidential Information .

8           8. All Confidential Information or Highly Confidential Information filed with  
9 the Court for any purpose, and any pleadings or memoranda or other documents purporting to  
10 reproduce, summarize or paraphrase Confidential Information or Highly Confidential Information,  
11 shall be filed and served in a sealed envelope or other container marked on the outside with the  
12 title of the action, an identification of each item within and a statement substantially as follows:

13       Confidential Information [or Highly Confidential Information]-- Subject to Protective Order.

14           This item shall not be opened except as ordered by the Court in this action  
15 or upon written stipulation executed by all of the parties and filed in Court in this action.

16           The envelope or other container in the Court file shall not be opened except as  
17 ordered by the Court or upon written stipulation, executed by all the parties or their counsel and  
18 filed with the Court. All of such documents or things so filed shall be treated in accordance with  
19 the provisions of this Order relating to Confidential Information and/or Highly Confidential  
20 Information.

21           9. In the event that a party is served with a subpoena by any person, firm,  
22 corporation, or other entity who is not a party to this Stipulation which seeks to compel a  
23 production of Confidential Information or Highly Confidential Information, the party upon whom  
24 the subpoena is served shall give written notice of the subpoena to the party who has asserted the  
25 Confidential Information or Highly Confidential Information designation at least seven (7)  
26 calendar days before the production (or, if less than seven (7) calendar days are set forth the  
27 production, within one business day after service of the subpoena but in no event after the date for  
28 production). The party who has initially designated the Confidential Information or Highly

1 Confidential Information shall then have the responsibility to obtain a court order to quash the  
2 subject subpoena and/or obtain such other relief as will protect the confidential or restricted nature  
3 of the documents. Should such a motion be filed before the requested production date or should a  
4 timely motion be made, the party upon whom the subpoena is served shall not deliver the subject  
5 documents until after such time as the court rules on the subject motion. Should an order be  
6 obtained, the party upon whom the subpoena is served shall comply with the order. Should no  
7 motion be filed before the scheduled production date, the party upon whom the subpoena is served  
8 may comply with the subpoena, so long as the documents are marked and produced in accordance  
9 with any applicable protective order which provides for similar types of restrictions as set forth  
10 herein.

11           10. This Order and the procedures set forth herein shall not affect the rights of  
12 the parties to object to discovery on any grounds, nor shall it relieve a party of the necessity of  
13 proper response or objection to discovery requests, nor shall it preclude any party from seeking  
14 further relief or protective orders from the Court as may be appropriate under the Federal Rules of  
15 Evidence and Federal Rules of Civil Procedure or any other applicable statute, rule or authority.

16           11. This Order shall be without prejudice to the right of the parties (a) to bring  
17 before the Court at any time the question of whether any particular document or information  
18 constitutes Confidential Information or Highly Confidential Information, or (b) to present a  
19 motion to the Court for a separate or modified protective order as to any particular document or  
20 information, including restrictions differing from those as specified herein. Irrespective of which  
21 party brings before the Court the question of whether any particular document or information  
22 constitutes Confidential Information or Highly Confidential Information, the burden of persuasion  
23 shall be on the party seeking to have the designation apply to the document or information in  
24 question. This Order shall not be deemed to prejudice the parties in any way in any future  
25 application or modification of this Order. The parties agree to seek the resolution of any disputes  
26 regarding the propriety of any designation of information as Confidential Information or Highly  
27 Confidential Information before raising any such issues with the Court. If the parties and their  
28 counsel through the meet and confer process have been unable to arrive at a resolution, the parties

1 shall promptly seek the Court's resolution by motion or telephone conference call with the Court,  
2 if permitted. If any such disputes arise during the course of a deposition, the parties shall  
3 temporarily recess the deposition and meet and confer at that time to attempt to resolve the  
4 dispute.

5           12.     Within thirty (30) days after the last day for the filing of a notice of appeal  
6 of the final decision in this matter, with no such notice of appeal having been filed, or thirty (30)  
7 days after the final designation of any decision on appeal and remand (if any) thereafter,  
8 whichever is later, all Confidential Information and Highly Confidential Information and (other  
9 than attorney work product) all other documents and other things containing or reflecting  
10 Confidential Information or Highly Confidential Information (including, without limitation, all  
11 copies, extracts or summaries thereof) shall be destroyed or delivered to counsel for the party or  
12 parties from whom said Confidential Information or Highly Confidential Information was  
13 obtained. At that time, counsel for the party or parties shall send written confirmation of the  
14 destruction or delivery of Confidential Information and Highly Confidential Information.

15           13.     This Order is intended to regulate the handling of Confidential Information  
16 and Highly Confidential Information during the entirety of this litigation through appeal, and  
17 thereafter, and shall remain in full force and effect until modified, superseded or terminated on the  
18 record by agreement of all the parties to this litigation or by order of the Court. Insofar as the  
19 *(Continued on next page)*

1 provisions of this Order restrict the use, disclosure or communication of any document or thing  
2 produced under it, this Order shall continue to be binding after the termination of this action and  
3 the Court shall retain jurisdiction of all persons and parties bound by this Order for the purposes of  
4 its enforcement and to make such amendments, modifications and additions to this Order as the  
5 Court may from time to time deem appropriate.

6  
7 DATED: May 16, 2007

BLIM & EDELSON, LLC

8  
9 By /S/ Jay Edelson

John Blim  
Jay Edelson  
Myles McGuire  
Attorneys for Plaintiff Aliza Valdez

10  
11 Other counsel for Plaintiff:  
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15 LAW OFFICES OF TERRY M. GORDON  
16 Terry M. Gordon (Bar No. 75604)  
Three Haror Drive, Suite 317  
Sausalito, California 94965

17 DATED: May 16, 2007

QUINN EMANUEL URQUHART OLIVER &  
HEDGES, LLP

18  
19  
20 By /S/ Michael T. Lifrak

Dominic Surprenant  
Michael T. Lifrak  
Attorneys for Sprint Nextel Corp.

21  
22 **~~PROPOSED~~ ORDER**

23 Pursuant to the parties' stipulation, IT IS SO ORDERED.

24  
25 Date: May\_22\_, 2007

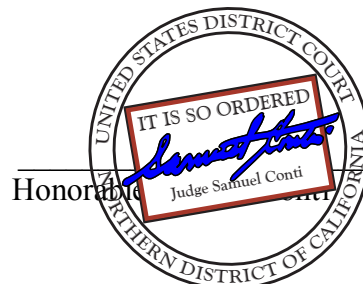


EXHIBIT A

AGREEMENT AND DECLARATION CONCERNING CONFIDENTIAL INFORMATION  
COVERED BY A STIPULATION AND ORDER  
ENTERED IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

I, the undersigned, hereby declare that:

I have read the attached Stipulation and Protective Order ("Order") entered in the action entitled Valdez v. Sprint, CASE NO. C 06 7587 SC, presently pending in the Northern District of California.

1. I understand the terms of the Order, and I agree to be bound by such terms and any subsequent modification thereto.

2. I agree that I shall return or destroy all copies of all documents containing Confidential Information or Highly Confidential Information which have been provided to me, together with any work product (other than attorney work product) generated by me referencing, relying upon or utilizing in any way such Confidential Information and/or Highly Confidential Information, pursuant to Paragraph 12 of the Order.

3. I submit to the jurisdiction of the Northern District of California for the limited purpose of any proceeding to enforce the terms of the Order. I understand that I may be subject to contempt for violation of the Order if I violate the terms of this declaration or the Order.

4. My address is:

5. My relationship to this case and its parties is:

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration is executed on \_\_\_\_\_, 200\_, at \_\_\_\_\_.

\_\_\_\_\_  
[Signature]